

RESOLUTION NO. 06 - 162

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MASON CITY, IOWA, AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 1367 (EMPLOYEES OF THE WATER, STREET, SANITATION, PARK, ELECTRICAL AND LIBRARY DEPARTMENTS)

BE IT RESOLVED by the City Council of the City of Mason City, Iowa:

Section 1. That the following Agreement between the City of Mason City, Iowa, and American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1367, should be and the same is hereby approved and adopted:

AGREEMENT

This Agreement made and entered into by and between the **CITY OF MASON CITY, IOWA**, hereinafter referred to as the "**EMPLOYER**" and **AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL NO. 1367**, hereinafter referred to as the "**UNION**."

ARTICLE 1: DEFINITIONS

1.01 - **BARGAINING UNIT**. The bargaining unit recognized by Employer and defined, as amended, in PERB Cases #102 and #4545 is as follows:

INCLUDED: All employees of the Public Works Department (PERB Certification #102) and all the professional and non-professional employees of the Library (PERB Certification #4545), and all groundskeepers of the Cemetery Department.

EXCLUDED: All other clerical employees, supervisors, library director, library assistant director, library administrative assistant, building superintendent, head of circulation, youth services librarian, secretary of the Cemetery Department, and others excluded by Section 4 of the Act.

1.02 - **EMPLOYEE**. The term "employee" as used in this Agreement shall include all the employees of the Employer in the Department located at Mason City, Iowa, as defined by the Public Employee Relations Board certification as amended on file in this matter.

1.03 - **GENDER**. Employees may occasionally be referred to as "he," "she," "his," or "her" in the Agreement. Such designations are for convenience only as all references to employee are intended and do apply to employees of both gender.

- 1.04 - **REGULAR FULL-TIME EMPLOYEE**. Regular full-time employees shall be defined as employees hired for forty (40) hours per week on a regular basis. Full-time benefits shall be provided to all employees who are scheduled to work more than thirty-two (32) hours per week on a regular basis.
- 1.05 - **REGULAR PART-TIME EMPLOYEE**. Regular part-time employees shall be defined as employees hired for less than forty (40) hours per work week on a regular basis. Part-time employees shall not be entitled to any benefits under this contract unless specifically stated.
- 1.06 - **PROBATIONARY EMPLOYEE**. Each new employee shall be considered to be on probation for a period of six (6) months. The new employee may be terminated for any reason during the probationary period and shall have no right to recourse through the Grievance Procedure for the termination. Probationary employees shall receive the same fringe benefits as full-time employees, except that coverage through the group health insurance shall begin at the first available date for enrollment. The Employer and the Union may mutually agree to extend the probationary period.
- 1.07 - **SENIORITY**. Seniority shall mean the employee's length of continuous service with the Employer from their first date of hire. Except as addressed hereafter, any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a regular position. Temporary employees in a classification covered by Civil Service Requirements and hired into a regular position shall be credited with all previous seniority from the date they passed the Civil Service Requirements, providing the temporary service was contiguous to the appointment to a permanent position.
- In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.
- 1.08 - **SHIFT**. A shift is defined as eight (8) hours and a one-half (1/2) shift as four (4) hours except for the sanitation department.
- 1.09 - **PERB**. The Iowa Public Employment Relations Board.
- 1.10 - **CITY COUNCIL**. The City Council is the Mason City Council.
- 1.11 - **BOARDS**. Board of Trustees of the Mason City Public library, the Parks and Recreation Board and the Cemetery Board. These boards have authority for employees under their jurisdiction to the extent provided by law and provided it does not conflict with any of the terms of this labor agreement.
- 1.12 - **EMPLOYER**. The members of the Mason City Council, Board of Trustees of the Mason City Public Library, the Parks and Recreation Board and the Cemetery Board.

ARTICLE 2: RECOGNITION

- 2.01 - The Employer agrees to recognize, and does hereby recognize, the Union, its agents representatives, or successors as the exclusive bargaining agent for all of the employees of the Employer as herein defined.
- 2.02 - The Employer, represented by the City Administrator, will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.
- 2.03 - The Employer agrees that it will not sponsor or promote financially or otherwise, any group or labor organizations, for the purpose of undermining the Union; nor will it interfere with, refrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.
- 2.04 - The Employer agrees not to interfere with the rights of employees to become members in the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.
- 2.05 - The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interferences, restraint or coercion.

ARTICLE 3: SETTLEMENT OF DISPUTES

- 3.01 - **GRIEVANCES AND ARBITRATION PROCEDURES**. Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

- Step 1: The Union Steward, with the employees, shall take up the grievance or dispute with the employee's immediate supervisor or designee within five (5) working days of the date of the grievance or the employee's knowledge of the occurrence. The supervisor or designee shall attempt to adjust the matter and shall respond to the Steward within five (5) working days.
- Step 2: If the answer is not satisfactory, the matter shall be presented in writing by the grievant or the appropriate Union representative to the Public Works Director for Public Works employees or to the Library Director for Library employees within five (5) working days. The appropriate director shall respond to the grievant and the Union within five (5) working days.
- Step 3: If the grievance still remains unadjusted, it shall be presented by the grievant and/or the appropriate Union representatives to the City Administrator or his designee or the Board of Trustees in the Mason City Public Library or its designee in writing within five (5) working days. Within ten (10)

working days of receipt of the written grievance from the employee or their Union Representative, the Director of Public Works or the Library Director will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without aggrieved employee) and attempt to resolve the grievance. The City Administrator or his designee or the Board of Trustees in the Mason City Public Library or its designee shall respond to the grievant and the Union within five (5) working days of the meeting.

Step 4: If the grievance is still unsettled, either party may, within fifteen (15) calendar days by written notice to the other, request arbitration.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Iowa Public Employees Relation Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensation to its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies without charge to the other party and the arbitrator. Failure by either party to comply with any time limitation shall constitute a settlement of the grievance adverse to the party failing to comply with the time limitation.

3.02 - **STEWARDS AND GRIEVANCE COMMITTEE.** The purpose of the Grievance Committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer other issues which would improve the relationship between the parties.

The number of Stewards shall be determined as follows:

A minimum of one (1) Steward on each shift for each foreman or supervisor; if the foreman or supervisor supervises fifty (50) employees, there shall be at least two (2) Stewards in the section under the supervision of such person, an additional Steward shall be selected for each twenty-five (25) employees beyond fifty (50) in each section.

The formula for determining the number of Union Stewards is intended to provide minimum employee representation; it shall not be construed to limit the Union's right to select the number of Stewards required to represent properly the employees in the bargaining unit.

The President and Vice President of the Local Union, and Department Steward may investigate and process grievances during working hours without loss of pay.

3.03 - **DISCIPLINE PROCEDURES.**

1. Written warning signed by both parties; signature of employee is not acknowledgment of guilt, but acknowledges receipt of warning.
2. Suspension of one (1) to three (3) days for second violation.
3. Suspension of three (3) to six (6) days or discharge for just cause for third violation.
4. Dismissal for dishonesty, being intoxicated while on the job and recklessness will result in immediate discharge and shall not require prior written warning or suspension.
5. All written warnings shall expire one (1) year from date of written warning and will be removed from the employee's file. **Subsequent warnings will stay in the employees file permanently.**

Any disciplinary action shall be given by the Employer within five (5) days of knowledge of the alleged infraction.

Any member requesting review must do so within twenty-four (24) hours from the beginning hour of such suspension or discharge. The process of review shall proceed as rapidly as possible, but if the Executive Board of the Union shall find that such suspension or discharge was not wrongfully levied, review shall cease at this point, and the member shall be so notified.

Any employee found to have been wrongfully discharged or suspended shall be reinstated with backpay and all benefits intact.

It is verbally agreed between the parties that the Employer may use verbal warning prior to any written procedure being used.

ARTICLE 4: UNION SECURITY AND CHECK-OFF

- 4.01 - The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the first of the month after such deductions are made. The employee may terminate payroll deduction of Union dues by a written request to that effect at least thirty (30) days in advance of the desired termination date.

Sample authorization for payroll deduction:

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Effective: _____
Date

- 4.02 - The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues or initiation fees from the wages of any employees in the bargaining unit as provided in this Article.

ARTICLE 5: HOURS OF WORK

- 5.01 - **REGULAR HOURS**. The regular hours of work each day shall be consecutive except for interruptions for lunch and rest periods. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch and rest periods. This section does not apply to Library employees. Library employees see Appendix 1.
- 5.02 - **WORKWEEK**. The workweek shall consist of five (5) consecutive eight (8) hour days, with the hours to be determined by the Employer. (This paragraph does not apply to the employees of the Sanitation Department, Water Treatment Plant, Wastewater Treatment Plant nor the employees of the Mason City Public Library. Library employees see Appendix 1.) Hours of work will start no earlier than 6:00 a.m. and quit between 3:30 p.m. and 5:00 p.m.
- 5.03 - **WORK SCHEDULE**. Work schedules showing the employee's shifts, workdays and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Employer and the Union. Library employees see Appendix 1.

ARTICLE 6: REST PERIODS

- 6.01 - All employees' work schedules shall provide for a twenty (20) minute break as close as possible to the middle of each one-half (1/2) shift. The twenty (20) minute break shall be from the time the employee quits work until he/she returns. An employee working less than a one-half shift will not get a break. Library employees see Appendix 1.
- 6.02 - With the exception of employees at the Library, employees shall not leave their work site during a break period. Library employees see Appendix 1.

ARTICLE 7: MEAL PERIODS

- 7.01 - All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

ARTICLE 8: HOLIDAYS

- 8.01 - The following eleven (11) days shall be recognized and observed as paid holidays for all employees except Library employees:

	<u>7-1-06 – 06-30-07</u>	<u>07-1-07 – 06-30-08</u>	<u>07-1-08 – 06-30-09</u>
Independence Day	July 4, 2006	July 4, 2007	July 4, 2008
Labor Day	September 4, 2006	September 3, 2007	September 1, 2008
Veteran's Day	November 11, 2006	November 11, 2007	November 11, 2008
Thanksgiving Day	November 23, 2006	November 22, 2007	November 27, 2008
Day after Thanksgiving	November 24, 2006	November 23, 2007	November 28, 2008
Christmas Day	December 25, 2006	December 25, 2007	December 25, 2008
New Year's Day	January 1, 2007	January 1, 2008	January 1, 2009
President's Day	February 19, 2007	February 18, 2008	February 16, 2009
Good Friday	April 6, 2007	March 21, 2008	April 10, 2009
Memorial Day	May 28, 2007	May 26, 2008	May 25, 2009
A mutually agreed upon floating holiday			

The floating holiday may be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees taking the floating holiday at the same time, the employee with the greater seniority shall be given his/her choice in the event of any conflict.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Whenever a holiday falls on a Wednesday, the garbage collectors shall be allowed to take a floating holiday during the course of the year.

In order to receive any Holiday compensation listed above the employee must work their last regularly scheduled work day prior to and the first regularly scheduled work day following the Holiday or be on approved compensated leave.

- 8.02 - Library employees see Appendix 1.

- 8.03 - **HOLIDAY WORK.** All employees shall be paid as follows for holidays worked or not worked:

- (1) Holidays not worked by the employee, the employee will be paid eight (8) hours of holiday pay.

- (2) Holidays worked as part of the employee's regularly scheduled workday will be paid at the rate of one and one half (1 1/2) times the employee's regular rate of pay plus holiday pay for all hours worked on the holiday.
- (3) Holidays worked that is not the employee's regularly scheduled workday or exceeds the employee's regularly scheduled workday, will be paid at the rate of two (2) times the employee's regular rate of pay plus holiday pay for all hours worked on the holiday.

8.04 - **HOLIDAY HOURS FOR OVERTIME PURPOSES.** For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked. There will be no pyramiding of hours for overtime purposes.

ARTICLE 9: VACATIONS

9.01 - Regular employees shall be eligible to receive vacation pay in accordance with the following conditions, to be taken at such times as are mutually agreed upon both by the Employer and the employee:

- A. One (1) calendar week during the calendar year in which the employee will complete his/her first year of credited service. This vacation cannot be taken until after employee has completed six (6) months of credited service.
- B. Two (2) calendar weeks during the calendar year in which employee will complete two (2) through seven (7) years of credited service.
- C. Three (3) calendar weeks during the calendar year in which employee will complete eight (8) through thirteen (13) years of credited service.
- D. Four (4) calendar weeks during the calendar year in which employee will complete fourteen (14) through twenty-one (21) years of credited service.
- E. Five (5) calendar weeks during the calendar year in which employee will complete twenty-two (22) years of credited service and all subsequent years.
- F. **ANNIVERSARY DATE**, whenever used in this part, is the anniversary date established for computing credit service. Employees who reach anniversary dates which increase the length of vacation to which they are eligible, shall be permitted to schedule said vacations in advance of the anniversary date in the year in which eligibility changes.
- G. Library employees see Appendix 1, Section 3.03.

9.02 - **VACATION PAY FOR PART-TIME EMPLOYEES.** Part-time employees will receive paid vacation based upon the average number of hours worked per week in the last year up to a maximum of thirty-two (32) paid hours.

9.03 - **VACATION PAY.** The rate of vacation pay shall be the employee's regular straight rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

9.04 - **CHOICE OF VACATION PERIOD.** Vacations may be granted at the time requested in one (1) day increments or more unless mutually agreed otherwise between the supervisor and the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods. Vacation period includes all days off commencing with the last scheduled workday and ending with the last scheduled vacation day.

The Employer may require the employee to give a three (3) day notice prior to the requested vacation time off, but vacation requests shall not be unreasonably denied and are at the discretion of the supervisor.

9.05 - **HOLIDAY DURING VACATION PERIOD.** If a holiday occurs during the calendar-week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional workday.

9.06 - **WORK DURING VACATION PERIOD.** Any employee who is requested to, and does work during his/her vacation, shall be paid for regular hours at a rate of time and one-half (1 1/2) his/her regular rate, and for overtime hours at a rate of two and one-half (2 1/2) his/her regular rate of pay. If an employee elects to terminate vacation, he/she reverts to the regular pay scale and reschedules vacation.

9.07 - **VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION.** Any employee who is laid off, discharged, retired, or separated from the service of the Employer, for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

Sick leave and leave of absence with pay shall be considered time worked for the purpose of computing vacation time.

ARTICLE 10: LEAVES OF ABSENCE

10.01 - Any request for leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift during which the request is submitted.

It shall be understood that the employee granted any leave of absence under the provisions of this Agreement shall accrue seniority and all other rights during such leave of absence.

10.02 - **PAID LEAVE.** In the event of a serious illness of a member of the employee's family (as hereinafter defined)(a serious illness is hereby defined as requiring hospitalization), the employee may be allowed up to a maximum of four (4) days from work without loss of pay.

All absences due to family sickness will be deducted from employees accumulated sick leave.

In the event of death in the family of an employee (family of an employee is hereby defined as spouse, parents, spouse's parents, stepparents, employee's grandparents, employee's grandchildren, children, brother or sister), the employee shall be allowed an absence from work of up to four (4) days without loss of pay. In order to receive the four (4) days of paid leave, the employee must attend the funeral.

In the event of the death of a close relative of an employee (close relative is hereby defined as brother-in-law, sister-in-law, spouse's grandparents or spouse's step-grandparents or a member of the employee's household), leave will be granted not to exceed four (4) working hours to attend the funeral in Mason City. Additional time off with pay for attendance at such funeral in distant areas may be granted upon request to the department head and approved by the Administrator.

In the event of the death of a current or former City employee, leave will be granted not to exceed four (4) working hours to attend the funeral in Mason City. Additional time off with pay for attendance at such funeral in distant areas may be granted upon request to the department head and approved by the Administrator. The Employer shall attempt to release as many staff as possible who wish to attend the funeral services. It is recognized that there is a need for continued operation of public service areas which would restrict the releasing of some staff who may wish to attend such funeral services.

In the event an employee is requested to act as a pallbearer at a funeral, leave shall be granted not to exceed four (4) working hours to honor such request in Mason City, Iowa. This leave shall also be limited to two (2) times per year per employee.

10.03 - **JURY DUTY**. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

10.04 - **VOTING TIME**. Employees shall be granted reasonable time to vote on any election day with full pay.

10.05 - **CIVIC DUTY**. Employees required to appear before a court or other public body on any matter not related to their work, and in which they are not personally involved (as a plaintiff or defendant) shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities.

Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

10.06 - **UNPAID LEAVE**. Leaves of absence for a limited period, not to exceed one (1) year, may be granted to regular employees for any reasonable purpose. Such leave shall be granted only with the consent of the department head, Administrator, and City Council, and shall not be granted to accept other employment.

Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service, provided that he/she shall apply to the Employer for work ninety (90) days from the date of his/her honorable discharge.

Members of the Union shall be granted leave of absence without pay to attend conventions and meetings of the American Federation of State, County, and Municipal Employees Iowa Council 61, and conventions of the Iowa Federation of Labor, AFL-CIO. Such leaves of absence shall be limited to no more than fourteen (14) working days in any one (1) calendar year and no more than three (3) employees shall be off at the same time.

10.07 - **EDUCATION**. After completing one (1) year of service any employee, upon request, may be granted a leave of absence without pay for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employee, and approval of the department head, Administrator and Council.

10.08 - **FAMILY AND MEDICAL LEAVE ACT**. The Employer and Union agree to comply with the Family and Medical Leave Act of 1993.

ARTICLE 11: SICK LEAVE

11.01 - **ALLOWANCES**. All absences chargeable to sick leave shall be reported to the department head or his/her designee as soon as possible, and no later than the time for start of work on the day of the absence. All absences due to illness in excess of three (3) consecutive days may be required to be supported by a doctor's certificate at the discretion of the department head or the Administrator. In the event of abuse of sick leave, a doctor's certificate may be requested at the employee's expense.

In the event the employee requires leave beyond the amount of earned sick leave, he/she shall be required to use accrued vacation leave available, before consideration is given to a request for unearned sick leave. Abuse of sick leave by an employee will be considered by the Employer in the event of serious illness of an employee necessitating extended leave beyond the period of accrued sick leave due an employee, and no further extension shall be granted, except at the discretion of the department head, Administrator and City Council.

In the event Worker's Compensation payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefits payable for said period. This shall be accomplished by taking the difference between the sick benefits and Worker's Compensation.

11.02 - **ACCUMULATION**. Employees shall start to earn sick leave from their first day of continuous service, and employees with five (5) or more years of continuous service with the Employer shall be credited with a maximum accumulation of thirty (30) days sick leave at the start of each year, providing their accumulated balance is less than thirty (30) days.

Employees shall earn sick leave at the rate of one and one-half (1 1/2) days per month of continuous service. The maximum, i.e., six (6) years and eight (8) months. No more than one hundred twenty (120) days of sick leave may be carried over from one year to the next.

Sick leave used shall be deducted from sick leave credit. One and one-half (1 1/2) days sick leave each month shall continue to accrue during illness.

ARTICLE 12: PROBATIONARY PERIOD AND JOB POSTING

- 12.01 - **REGULAR**. Any position which is approved by the City Council and is in the pay plan, as a regular full-time job, subject to all the provisions of this Agreement, provides for a six (6) months' probationary period. The probationary period is designed to determine whether any employee has the ability and is also designed for the protection of both the City and the employees.
- 12.02 - **TEMPORARY**. Temporary employees are employees hired for a period not to exceed six (6) months (except Federal Government employees) for the purpose of augmenting the regular staff to take care of heavy workloads of short duration. After any six (6) months in any twelve (12) month period (not necessarily continuous months), a temporary employee shall be termed a regular employee, and his/her job shall be posted as a regular position.

ARTICLE 13: WAGES

- 13.01 - **WAGE SCHEDULE**. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A." The attached wage schedule shall be considered a part of this Agreement.
- All boom trucks with aerial basket equipment must, at all times when such equipment is in use, be staffed with two (2) qualified aerial basket operators.
- When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.
- 13.02 - **PAY PERIOD**. The wages of the employees during the life of this contract will be paid on a biweekly pay basis with payday being Friday unless such day is a scheduled holiday in which case payday shall be the last scheduled workday prior to the holiday.
- 13.03 - **SHIFT DIFFERENTIALS**. In addition to the established wage rates, the Employer shall pay an hourly premium of twenty cents (\$0.20) to employees for all hours worked on designated second shift. Shift differential shall not be paid to Library employees.

Employees working any hours on designated third shift shall be paid an hourly premium of thirty cents (\$0.30) for each hour worked.

Employees commencing work during the third shift shall be paid the hourly premium of thirty cents (\$0.30) for each hour worked even if the hours worked continue on to another shift.

13.04 - **LEAD PERSON**. An employee designated a lead person will be paid twenty-five cents (\$0.25) per hour step up pay. This lead person pay applies to Library employees and applies to all hours worked during the workweek.

13.05 - **REPORT TIME**. Any regular employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he/she was scheduled to report. If work on the job is not available, the employee shall be excused from duty and paid, at his/her regular rate, for four (4) hours work at the appropriate rate - straight time or overtime - whichever is applicable.

When any employee reports for and starts to work as scheduled and is excused from duty before completing four (4) hours work, the employee shall be paid, at his/her regular rate, for four (4) hours work at the appropriate rate - straight time or overtime - whichever is applicable.

13.06 - **OVERTIME PAYMENT**.

- A. Monetary compensation for overtime payment shall be at the rate of time and one-half for hours worked in excess of eight (8) hours in any one (1) day, or forty (40) hours in a normal workweek, or in excess of the scheduled number of hours or days for other positions listed herein. Compensatory time off may be allowed by each department head in lieu of monetary compensation. Payment will be at one and one-half (1 1/2) times or two (2) times, whichever is applicable, with a maximum **accrual and usage of 100 hours annually effective January 1, 2007.**
- B. Double time shall be paid for hours worked on Sunday, if the Sunday is not the employee's regularly scheduled workday or if the employee works past the employee's regularly scheduled quitting time. If Sunday is the employee's regular scheduled workday, no additional compensation is required.
- C. Authorized absence, with pay, will be considered as time worked in the computation of overtime.
- D. Any employee called back shall receive a minimum of two (2) hours overtime payment if the hour does not run concurrently with the regular hours.
- E. Regular employees shall be given priority over temporary help in awarding overtime.
- F. In emergency situations, the Union agrees that overtime shall not be voluntary, and employees may be required to work to cover emergency situations. Emergency situations are defined as those situations which would jeopardize the health and safety of the public.

ARTICLE 14: SENIORITY

- 14.01 - **SENIORITY LISTS**. The Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted.
- 14.02 - **BREAKS IN CONTINUOUS SERVICE**. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

ARTICLE 15: WORK FORCE CHANGES

- 15.01 - **VACANCIES**. In the event of a vacancy or job opening in the aforementioned agencies compromising the bargaining unit, the department head shall cause to be posted within fifteen (15) working days of such known vacancies, for a period of ten (10) working days, the minimum qualifications for the position, and notification that such vacancy or job opening does exist. Said posting shall be done in all departments within the bargaining unit. Employees interested shall apply within the ten (10) working days posting period. The senior employee applying for the vacancy or job opening, and who meets the minimum qualifications, shall be granted a four (4) week trial period to determine: (1) his/her ability to perform the job; and (2) his/her desire to remain on the job.

In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the President of the Union. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject of the grievance procedure.

During the four-week trial period, the employee shall have the opportunity to revert back to his/her former classification. Regular employees shall be given preference in all vacancies involving supervisory positions. Once a vacancy or job opening is posted, the Employer agrees not to withdraw the posting to prevent an employee from getting said vacancy or job opening for reasons that are personal, nor will the Employer attempt to persuade an employee who has seniority and qualifications from taking said vacancy or job opening with a promise of the next like position being given to him/her.

All employees shall be ineligible for bidding vacancies until they have worked for twelve (12) months in the new position. However, the 12-month ineligibility does not apply if the employee is promoted to a position with a higher wage rate. Exceptions can also be made for valid personal reasons with the approval of the department head and Administrator.

- 15.02 - All job openings and vacancies shall be filled within five (5) working days after the ten (10) working day posting period, if qualified personnel are available within the present work force.

- 15.03 - **TEMPORARY TRANSFERS**. Temporary transfers may be made within or between departments, without affecting the employee's classification or pay schedule. If, in the event his/her pay schedule is equal or higher than that of the temporarily assumed duties, his/her pay shall remain the same. If, in the event his/her pay schedule is lower than the pay schedule of the temporarily assumed duties, and he/she assumes these duties for a period of two (2) hours or more within one (1) working day, this his/her pay schedule shall equal the base rate of pay in the step during the temporary transfer only. Transfer time must be certified by the supervisor.

Temporary transfers will be made as follows:

- (1) Ask for volunteers, most senior volunteer gets the transfer.
- (2) Transfer the least senior employee.

Transfers are made by division, and can only be denied if the employee requesting the transfer or the least senior employee is essential to the division.

- 15.04 - **TRANSFER**. In the case of transfer to a job in the same pay range, the employee's pay shall remain the same.
- 15.05 - **PROMOTION**. In case of promotion to a job of higher salary, the employee, if qualified, after the four-week period, shall receive the top salary, according to tenure.
- 15.06 - **DEMOTIONS**. The term "demotion" as used in this provision, means the reassignment - not requested by the employee - of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.
- Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he/she will take -- demotion or the layoff.
- No demotion shall be made for disciplinary reasons.
- 15.07 - **LAYOFF**. In case of layoff or reduction in force, the Employer shall consider seniority and ability to perform the work and if these are all equal between or among employees, seniority shall govern and the employees shall be laid off in the inverse order of their seniority. (Ability will be interpreted to include but not be limited to jobs requiring certification or licensing by the federal, state or any other applicable governmental law, and if an employee does not possess the certification or license and if this is necessary to perform the work the employee will be considered to not have the ability to perform the work.)

Temporary employees will be laid off before full-time employees.

- 15.08 - A. Seniority shall be broken by discharge, voluntary quit, exceeding leave of absence without good cause, or more than a 12-month layoff. Employees will continue to accrue seniority during the first twelve (12) months of layoff.

- B. Laid-off employees will be eligible for recall for twenty-four (24) months from the date of the layoff. In the event of a layoff, it shall be the responsibility of the laid off employee to keep the Employer informed of any change of address and telephone number. In the event of an employee being recalled after layoff, notification by telephone, confirmed by certified mail to the employee, with copy by regular mail to the Union, shall be given. Any employee shall lose his or her seniority rights if he or she does not return to work within two (2) weeks after notice of recall. An employee may request, which may be granted at Employer's discretion, five (5) additional working days to return, provided the request is made at least twenty-four (24) hours before he or she would otherwise be expected to report.

ARTICLE 16: GENERAL PROVISIONS

- 16.01 - **UNION BULLETIN BOARDS**. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.
- 16.02 - **UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:
1. Collect Union dues, initiation fees and assessments (if these funds are not collected through payroll deductions). No more than one (1) employee at a time.
 2. Post Union notices. No more than one (1) employee at a time.
 3. Distribute Union literature. No more than one (1) employee at a time.
 4. Attend negotiating meetings. No more than four (4) employees will be paid by the City to attend negotiating meetings.
 5. Transmit communications, authorized by the Local Union or officers, or other Union representatives concerning the enforcement of any provisions of this Agreement. No more than one (1) employee at any time.
 6. Consult with the Employer, his/her representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement. No more than three (3) employees at any time.
- 16.03 - **VISITS BY UNION REPRESENTATIVES**. The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local, district, or international, shall have full and free access to the premises of the Employer at any time during working hours to conduct business upon notification of the supervisor at reasonable hours.
- 16.04 - **WORK RULES**. New and/or revised Departmental Work Rules shall, except in emergencies, be posted on appropriate bulletin boards at least five (5) working days prior to becoming effective. Each employee shall be provided a copy of the new or revised rules

within thirty (30) calendar days of their effective date. New employees shall be provided with a copy of the rules at the time of hire.

16.05 - **ENFORCING**. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

16.06 - **UNIFORMS AND PROTECTIVE CLOTHING**. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer. The cost of optional uniforms will be borne equally.

The City will furnish the garbage employees with a type of rain gear, two-buckle over-shoes and good protective dust mask.

The City will, at its own cost and expense, perform every act reasonably necessary to promote and insure the safety, health, and welfare, sanitary conditions and working conditions of the employees in the course and scope of their employment.

The Employer shall pay the cost difference between a regular drivers license and any required chauffeur's license or commercial drivers license of all employees of the City covered by the terms of this Agreement.

The City will reimburse employees for two (2) pair of safety shoes per year up to a maximum of fifty dollars (\$50.00) per pair in all departments except the refuse collection department, which will be reimbursed for a maximum of three (3) pairs per year. Library employees are not covered by this provision.

The City will reimburse the City electrician for receiving his/her certification.

16.07- Employer and Union agree to comply with all applicable federal, state and local laws.

ARTICLE 17: INSURANCE

17.01 - The Employer will provide a Blue Cross-Blue Shield health insurance policy **which includes an annual deductible of \$250 for single and \$500 for family coverage and annual out of pocket maximums of \$1,000 for single and \$2,000 for family coverage** and pay the monthly premium of \$622.93 (family coverage) or \$299.97 (single coverage), whichever is applicable. **Employee contributions from July 1, 2006 – June 30, 2007 will be \$25.00 per month towards the family insurance premium. Effective July 1, 2007, employee contributions will be \$15.00 towards single insurance premium and \$25.00 towards family insurance premium. Effective July 1, 2008, employee contributions will be \$30.00 towards single insurance premium and \$40.00 towards family insurance premium.**

- 17.02 - The Employer shall continue in effect the Sun Life of Canada Insurance Company coverage of ten thousand dollars (\$10,000.00) on the employee and two thousand dollars (\$2,000.00) on the employee's dependent and pay the monthly premium of four dollars and seventy-three cents (\$4.73) (family) or three dollars and ninety cents (\$3.90) (single), whichever is applicable.
- 17.03 - In the event an employee retires prior to qualifying for Medicare, he/she may remain covered under the same group and premium rates of the working employees until the employee qualifies for Medicare by paying the premium. In the event the Employer changes insurance carriers, those employees on early retirement shall be covered by the new carrier and at the same group rate as the working employee.
- 17.05 - The Employer reserves the right to change the carrier providing the benefits are equal to or greater than those provided by the current contract.

ARTICLE 18: CERTIFICATION OF WATER AND WASTEWATER PLANT OPERATORS

- 18.01 - **WASTEWATER TREATMENT PLANT OPERATORS**. All operators shall be certified by the Iowa Department of Natural Resources as a Grade II Wastewater Treatment Plant Operator within forty-eight (48) months of accepting a position at the Wastewater Treatment Plant.
- 18.02 - **WATER TREATMENT PLANT OPERATORS**. All operators shall be certified by the Iowa Department of Natural Resources as a Grade I Water Treatment Plant Operator within eighteen (18) months of accepting a position at the Water Treatment Plant.
- 18.03 - In the event that an operator at the Water Treatment or Wastewater Treatment Plant does not become certified within the time allowed, that employee shall be laid off his/her operator's position.
- 18.04 - The Employer shall pay for the cost of certification and renewal.

ARTICLE 19: CIVIL SERVICE AND PUBLIC EMPLOYMENT RELATIONS ACT

- 19.01 - Employees and employment governed by any collective bargaining agreement approved by the City of Mason City are subject to Chapter 400 and Chapter 20, The Code of Iowa, and reference should be made as necessary.

ARTICLE 20: EVALUATIONS

- 20.01 - **EVALUATIONS**. A conference regarding the evaluation will be held between the employee and the supervisor(s) following the completion of the written evaluation. The Human Resources Manager and Union shall develop the procedures governing the conduct of that evaluation conference. After the initial six-month and 12 month evaluations, all employees shall be evaluated at least annually on or about their respective employment

anniversary date. The employee has the right to respond to his/her performance evaluation and such response will become part of the evaluation report. All evaluation reports will be placed in the employee's personnel file and upon request, the employee will be furnished a copy of the report.

ARTICLE 21: EFFECTIVE DATE

21.01 - This Agreement shall be effective from the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2009.

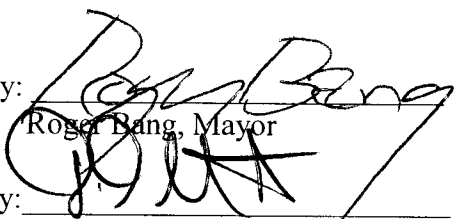
21.02 - This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this Agreement. This Agreement shall remain in full force and effect until a new agreement is negotiated and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 6th day of June, 2006

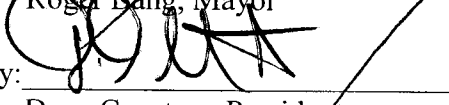
CITY OF MASON CITY, IOWA

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL
NO. 1367 (PUBLIC WORKS AND LIBRARY DE-
PARTMENTS)**

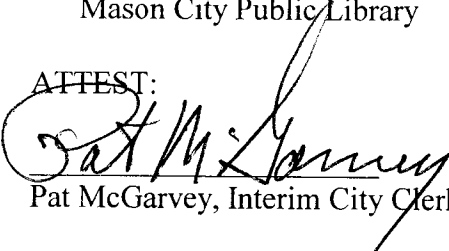
By:


Roger Bang, Mayor

By:


Dave Grooters, President
of Board of Trustees of
Mason City Public Library

ATTEST:


Pat McGarvey, Interim City Clerk

"EMPLOYER"

By:

By:

By:


Dan Homan

AFSCME/Iowa Council 61

"UNION"

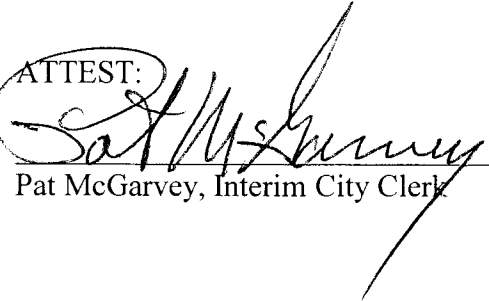
Section 2: That the City Clerk shall make all corrections and additions to this Agreement within ten (10) days of Council approval of said changes, and shall furnish five (5) copies to the President of Local No. 1367.

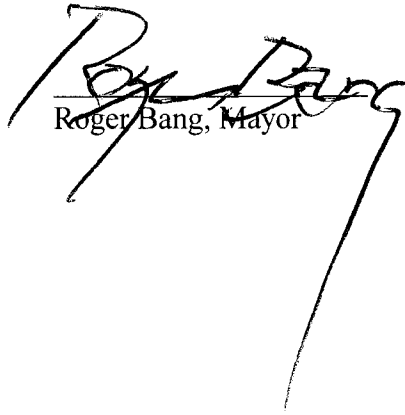
Section 3: The Resolution No. 01 - 90 and all Resolutions in conflict with the provisions of this Resolution shall be and the same are hereby repealed.

Section 4: That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement for and on behalf of the City of Mason City, Iowa.

Section 5: That this Resolution shall be in full force and effect upon adoption by the City Council of the City of Mason City, Iowa, and until otherwise amended by action of said City Council, with consent of both the City and the Union.

PASSED AND APPROVED this 6th day of June, 2006.

ATTEST:

Pat McGarvey, Interim City Clerk


Roger Bang, Mayor

APPENDIX 1 - LIBRARY EMPLOYEES ONLY
THIS APPENDIX IS TO BE REFERENCED BY LIBRARY EMPLOYEES ONLY

ARTICLE 1: HOURS OF WORK

- 1.01 - Full-time employees will normally work consecutive hours (with appropriate breaks and lunch periods) except when an emergency scheduling problem arises.
- 1.02 - Work schedules showing the employees shifts, workdays and hours shall be posted on all department bulletin boards at all times.

ARTICLE 2: REST PERIODS

- 2.01 - Any employee working an eight (8) hour day shall receive two (2) twenty (20) minute break periods.
- 2.02 - Breaks may not be accumulated from one day to the next.
- 2.03 - Library staff may leave the work site during the break period.

ARTICLE 3: HOLIDAYS

- 3.01 - The following twelve (12) days shall be recognized and observed as paid holidays for Library employees:

	<u>7-1-06 – 06-30-07</u>	<u>07-1-07 – 06-30-08</u>	<u>07-1-08 – 06-30-09</u>
Independence Day	July 4, 2006	July 4, 2007	July 4, 2008
Labor Day	September 4, 2006	September 3, 2007	September 1, 2008
Thanksgiving Day	November 23, 2006	November 22, 2007	November 27, 2008
One-half day Christmas Eve	December 24, 2006	December 24, 2007	December 24, 2008
Christmas Day	December 25, 2006	December 25, 2007	December 25, 2008
One-half day New Year's Eve	December 31, 2006	December 31, 2007	December 31, 2008
New Year's Day	January 1, 2007	January 1, 2008	January 1, 2009
President's Day	February 19, 2007	February 18, 2008	February 16, 2009
Memorial Day	May 28, 2007	May 26, 2008	May 25, 2009
Mutually agreed upon four (4) floating holidays			

The floating holiday may be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees taking the floating holiday at the same time, the employee with the greater seniority shall be given his/her choice in the event of any conflict.

Whenever Library employees are scheduled to work a holiday, they will receive a floating holiday of comparable length in lieu of the scheduled holiday.

- 3.02 - **HOLIDAYS FOR REGULAR PART-TIME LIBRARY EMPLOYEES.** Regular part-time Library employees will receive holidays.
- 3.03 - Any Library employee currently receiving more vacation than the schedule defined in Article 9 of this Agreement shall continue to receive such vacation until they fall properly within the schedule defined in Article 9.

APPENDIX A

RATE SCHEDULES

July 1, 2006, to June 30, 2009

PUBLIC SERVICES DIVISION STREET DEPARTMENT

	<u>07-01-2006</u>	<u>07-01-2007</u>	<u>01-01-2008</u>	<u>07-01-2008</u>	<u>01-01-2009</u>
STREET FOREMAN:	\$20.16	\$20.56	\$20.97	\$21.39	\$21.82
TREE MAINTENANCE FOREMAN:	\$18.91	\$19.29	\$19.68	\$20.07	\$20.47
HEAVY EQUIPMENT OPERATOR & STOREKEEPER:					
6 month probation	\$17.01	\$17.35	\$17.70	\$18.05	\$18.41
After 6 months	17.24	17.58	17.93	18.29	18.66
After 12 months	17.47	17.82	18.18	18.54	18.91
After 18 months	17.71	18.06	18.42	18.79	19.17
After 36 months	17.84	18.20	18.56	18.93	19.31
After 60 months	17.98	18.34	18.71	19.08	19.46
MAINTENANCE WORKER:					
6 month probation	\$16.58	\$16.91	\$17.25	\$17.60	\$17.95
After 6 months	16.79	17.13	17.47	17.82	18.18
After 12 months	17.05	17.39	17.74	18.09	18.45
After 18 months	17.28	17.63	17.98	18.34	18.71
After 36 months	17.40	17.75	18.11	18.47	18.84
After 60 months	17.55	17.90	18.26	18.63	19.00
MECHANIC:					
6 month probation	\$17.01	\$17.35	\$17.70	\$18.05	\$18.41
After 6 months	17.24	17.58	17.93	18.29	18.66
After 12 months	17.47	17.82	18.18	18.54	18.91
After 18 months	17.71	18.06	18.42	18.79	19.17
After 36 months	17.84	18.20	18.56	18.93	19.31
After 60 months	17.98	18.34	18.71	19.08	19.46
LEAD MECHANIC PREMIUM:	.25	.25	.25	.25	.25
ELECTRICIAN:					
6 month probation	\$17.98	\$18.34	\$18.71	\$19.08	\$19.46
After 6 months	18.18	18.54	18.91	19.29	19.68
After 12 months	18.45	18.82	19.20	19.58	19.97
After 18 months	18.69	19.06	19.44	19.83	20.22
After 36 months	18.76	19.14	19.52	19.91	20.31
After 60 months	18.91	19.29	19.68	20.07	20.47

UTILITIES OPERATION

	<u>07-01-2006</u>	<u>07-01-2007</u>	<u>01-01-2008</u>	<u>07-01-2008</u>	<u>01-01-2009</u>
UTILITY WORKER & SWING WORKER:					
6 month probation	\$17.62	\$17.97	\$18.33	\$18.70	\$19.07
After 6 months	17.79	18.15	18.51	18.88	19.26
After 12 months	17.98	18.34	18.71	19.08	19.46
After 18 months	18.15	18.51	18.88	19.26	19.65
After 36 months	18.34	18.71	19.08	19.46	19.85
After 60 months	18.51	18.88	19.26	19.65	20.04

UTILITY EQUIPMENT OPERATOR:

6 month probation	\$18.09	\$18.45	\$18.82	\$19.20	\$19.58
After 6 months	18.29	18.66	19.03	19.41	19.80
After 12 months	18.46	18.83	19.21	19.59	19.98
After 18 months	18.66	19.03	19.41	19.80	20.20
After 36 months	18.84	19.22	19.60	19.99	20.39
After 60 months	19.04	19.42	19.81	20.21	20.61

SANITATION OPERATION

	<u>07-01-2006</u>	<u>07-01-2007</u>	<u>01-01-2008</u>	<u>07-01-2008</u>	<u>01-01-2009</u>
SANITATION FOREMAN:					
	\$18.64	\$19.01	\$19.39	\$19.78	\$20.18

LEAD COLLECTOR:

6 month probation	\$16.84	\$17.18	\$17.52	\$17.87	\$18.23
After 6 months	17.13	17.47	17.82	18.18	18.54
After 12 months	17.37	17.72	18.07	18.43	18.80
After 18 months	17.63	17.98	18.34	18.71	19.08
After 36 months	17.70	18.05	18.41	18.78	19.16
After 60 months	17.84	18.20	18.56	18.93	19.31

REFUSE COLLECTOR:

6 month probation	\$16.70	\$17.03	\$17.37	\$17.72	\$18.07
After 6 months	16.92	17.26	17.61	17.96	18.32
After 12 months	17.17	17.51	17.86	18.22	18.58
After 18 months	17.40	17.75	18.11	18.47	18.84
After 36 months	17.54	17.89	18.25	18.62	18.99
After 60 months	17.65	18.00	18.36	18.73	19.10

Sanitation staff on the incentive plan shall be paid for four (4) ten (10) hour days on Monday, Tuesday, Thursday, and Friday. Whereby when all refuse is collected for the particular route day and all misses and equipment maintenance is completed, the job assignment for the day is completed and the employee may go home.

WASTE WATER TREATMENT OPERATION

	<u>07-01-2006</u>	<u>07-01-2007</u>	<u>01-01-2008</u>	<u>07-01-2008</u>	<u>01-01-2009</u>
LABORATORY TECHNICIAN:					
6 month probation	\$17.25	\$17.60	\$17.95	\$18.31	\$18.68
After 6 months	17.54	17.89	18.25	18.62	18.99
After 12 months	17.72	18.07	18.43	18.80	19.18
After 18 months	18.01	18.37	18.74	19.11	19.49
HEAVY EQUIPMENT OPERATOR:					
6 month probation	\$17.01	\$17.35	\$17.70	\$18.05	\$18.41
After 6 months	17.24	17.58	17.93	18.29	18.66
After 12 months	17.47	17.82	18.18	18.54	18.91
After 18 months	17.71	18.06	18.42	18.79	19.17
After 36 months	17.84	18.20	18.56	18.93	19.31
After 60 months	17.98	18.34	18.71	19.08	19.46
LEAD WORKER PREMIUM:					
	.25	.25	.25	.25	.25

COMPENSATION FOR CERTIFIED OPERATORS:

07-01-2006

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$16.77	\$16.84	\$17.25	\$17.54
After 6 months	17.01	17.13	17.54	17.72
After 12 months	17.22	17.37	17.72	18.01
After 18 months	17.47	17.63	18.01	18.25

07-01-2007

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$17.11	\$17.18	\$17.60	\$17.89
After 6 months	17.35	17.47	17.89	18.07
After 12 months	17.56	17.72	18.07	18.37
After 18 months	17.82	17.98	18.37	18.62

01-01-2008

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$17.45	\$17.52	\$17.95	\$18.25
After 6 months	17.70	17.82	18.25	18.43
After 12 months	17.91	18.07	18.43	18.74
After 18 months	18.18	18.34	18.74	18.99

07-01-2008

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$17.80	\$17.87	\$18.31	\$18.62
After 6 months	18.05	18.18	18.62	18.80
After 12 months	18.27	18.43	18.80	19.11
After 18 months	18.54	18.71	19.11	19.37

01-01-2009

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$18.16	\$18.23	\$18.68	\$18.99
After 6 months	18.41	18.54	18.99	19.18
After 12 months	18.64	18.80	19.18	19.49
After 18 months	18.91	19.08	19.49	19.76

WATER DIVISION

07-01-2006 07-01-2007 01-01-2008 07-01-2008 01-01-2009

CUSTOMER SERVICE FOREMAN:

\$20.16 \$20.56 \$20.97 \$21.39 \$21.82

WATER DISTRIBUTION WORKER:

6 month probation	\$17.46	\$17.81	\$18.17	\$18.53	\$18.90
After 6 months	17.65	18.00	18.36	18.73	19.10
After 12 months	17.82	18.18	18.54	18.91	19.29
After 18 months	18.00	18.36	18.73	19.10	19.48
After 36 months	18.17	18.53	18.90	19.28	19.67
After 60 months	18.36	18.73	19.10	19.48	19.87

METER UTILITY PERSON:

6 month probation	\$16.58	\$16.91	\$17.25	\$17.60	\$17.95
After 6 months	16.79	17.13	17.47	17.82	18.18
After 12 months	17.05	17.39	17.74	18.09	18.45
After 18 months	17.28	17.63	17.98	18.34	18.71
After 36 months	17.40	17.75	18.11	18.47	18.84
After 60 months	17.55	17.90	18.26	18.63	19.00

COMPENSATION FOR CERTIFIED OPERATORS:

7-1-2006

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$16.77	\$16.84	\$17.25	\$17.54
After 6 months	17.01	17.13	17.54	17.72
After 12 months	17.22	17.37	17.72	18.01
After 18 months	17.47	17.63	18.01	18.25

7-1-2007

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$17.11	\$17.18	\$17.60	\$17.89
After 6 months	17.35	17.47	17.89	18.07
After 12 months	17.56	17.72	18.07	18.37
After 18 months	17.82	17.98	18.37	18.67

1-1-2008

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$17.45	\$17.52	\$17.95	\$18.25
After 6 months	17.70	17.82	18.25	18.43
After 12 months	17.91	18.07	18.43	18.74
After 18 months	18.18	18.34	18.74	18.99

7-1-2008

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$17.80	\$17.87	\$18.31	\$18.62
After 6 months	18.05	18.18	18.62	18.80
After 12 months	18.27	18.43	18.80	19.11
After 18 months	18.54	18.71	19.11	19.37

1-1-2009

	<u>NONE</u>	<u>GRADE I</u>	<u>GRADE II</u>	<u>GRADE III</u>
6 months probation	\$18.16	\$18.23	\$18.68	\$18.99
After 6 months	18.41	18.54	18.99	19.18
After 12 months	18.64	18.80	19.18	19.49
After 18 months	18.91	19.08	19.49	19.76

PARKS

	<u>07-01-2006</u>	<u>07-01-2007</u>	<u>01-01-2008</u>	<u>07-01-2008</u>	<u>01-01-2009</u>
PARKS FOREMAN:	\$18.35	\$18.72	\$19.09	\$19.47	\$19.86

HEAVY EQUIPMENT OPERATOR:

6 month probation	\$17.01	\$17.35	\$17.70	\$18.05	\$18.41
After 6 months	17.24	17.58	17.93	18.29	18.66
After 12 months	17.47	17.82	18.18	18.54	18.91
After 18 months	17.71	18.06	18.42	18.79	19.17
After 36 months	17.84	18.20	18.56	18.93	19.31
After 60 months	17.98	18.34	18.71	19.08	19.46

MAINTENANCE WORKER & ASSISTANT GREENSKEEPER:

6 month probation	\$16.58	\$16.91	\$17.25	\$17.60	\$17.95
After 6 months	16.79	17.13	17.47	17.82	18.18
After 12 months	17.05	17.39	17.74	18.09	18.45

After 18 months	17.28	17.63	17.98	18.34	18.71
After 36 months	17.40	17.75	18.11	18.47	18.84
After 60 months	17.55	17.90	18.26	18.63	19.00

Swimming Pool operators shall receive an additional twenty cents (\$0.20) per hour for additional duties, for a five (5) month period from May through September.

Article 15.3 does not apply to Parks Foreman.

LIBRARY DEPARTMENT

	<u>07-01-2006</u>	<u>07-01-2007</u>	<u>01-01-2008</u>	<u>07-01-2008</u>	<u>01-01-2009</u>
LIBRARY ASSISTANT I:					
6 month probation	\$9.76	\$9.96	\$10.16	\$10.36	\$10.57
After 6 months	9.86	10.06	10.26	10.47	10.68
After 12 months	9.98	10.18	10.38	10.59	10.80
After 24 months	10.10	10.30	10.51	10.72	10.93
After 36 months	10.24	10.44	10.65	10.86	11.08
After 60 months	10.37	10.58	10.79	11.01	11.23
LIBRARY ASSISTANT II:					
6 month probation	\$12.46	\$12.71	\$12.96	\$13.22	\$13.48
After 6 months	12.89	13.15	13.41	13.68	13.95
After 12 months	13.30	13.57	13.84	14.12	14.40
After 24 months	13.56	13.83	14.11	14.39	14.68
After 36 months	13.69	13.96	14.24	14.52	14.81
After 60 months	13.92	14.20	14.48	14.77	15.07
LIBRARY ASSISTANT III:					
6 month probation	\$13.19	\$13.45	\$13.72	\$13.99	\$14.27
After 6 months	13.63	13.90	14.18	14.46	14.75
After 12 months	14.04	14.32	14.61	14.90	15.20
After 24 months	14.31	14.60	14.89	15.19	15.49
After 36 months	14.43	14.72	15.01	15.31	15.62
After 60 months	14.63	14.92	15.22	15.52	15.83
LIBRARY CLERK:					
6 month probation	\$9.04	\$9.22	\$9.40	\$9.59	\$9.78
After 6 months	9.13	9.31	9.50	9.69	9.88
After 12 months	9.24	9.42	9.61	9.80	10.00
After 24 months	9.39	9.58	9.77	9.97	10.17
After 36 months	9.50	9.69	9.88	10.08	10.28
After 60 months	9.64	9.83	10.03	10.23	10.43

ELMWOOD CEMETERY

	<u>07-01-2006</u>	<u>07-01-2007</u>	<u>01-01-2008</u>	<u>07-01-2008</u>	<u>01-01-2009</u>
EQUIPMENT OPERATORS: *					
6 month probation	\$16.75	\$17.09	\$17.43	\$17.78	\$18.14
After 6 months	16.97	17.31	17.66	18.01	18.37
After 12 months	17.22	17.56	17.91	18.27	18.64
After 24 months	17.45	17.80	18.16	18.52	18.89
After 36 months	17.60	17.95	18.31	18.68	19.05
After 60 months	17.69	18.04	18.40	18.77	19.15

- * Cemetery Equipment Operators will receive heavy equipment operator step-up pay when operating heavy equipment as defined in the labor agreement.